

**STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL**



**Homeowner Protection Program (HOPP)
Request for Applications (RFA)**

**RFA #24-002: Homeowner Protection Program (HOPP) –
Anchor Partners**

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| Application Number: 24-002 | Application Issued: April 26, 2024 |
| <p>Application Description:</p> <p>Homeowner Protection Program (HOPP) – Anchor Partners</p> | <p>Contract Period:</p> <p>Tentative: July 16, 2024 – July 15, 2025, with four (4) one-year renewal options.</p> |
| <p>Due Dates and Times (ET):</p> <p>Submission of Questions: May 8, 2024 by 5:00 PM EST</p> <p>OAG Issuance of Answers: May 15, 2024 by 5:00 PM EST</p> <p>Application Due: June 3, 2024 by 5:00 PM EST</p> <p>*Email submissions MUST be dated prior to this date/time to receive consideration.</p> <p>Projected Date for Notice of Awards: July 1, 2024</p> | <p>Location of Service:</p> <p>Grantee’s Premises or Grantee Designated Premise</p> |
| <p>In compliance with Procurement Lobbying Law, contacting anyone other than designated herein may result in rejection of Application. Primary Designated Contact:</p> <p>Joseph A. Carucci Contract Management Specialist Budget and Fiscal Management Bureau Office of the New York Attorney General State Capitol Albany, New York 12224-0341 Telephone: (518) 776-2128 E-Mail: purchase@ag.ny.gov</p> | <p>In the event the Primary designated contact is not available, the alternate designated contact is:</p> <p>Christopher Reksch Contract Management Specialist 2 Budget and Fiscal Management Bureau Office of the New York Attorney General State Capitol Albany, New York 12224-0341 Telephone: (518) 776-2138 E-Mail: purchase@ag.ny.gov</p> |

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I. Background

In September of 2012, following a competitive statewide Request for Applications, the New York State Office of the Attorney General (OAG) announced the launch of the Homeowner Protection Program (HOPP), a statewide effort to ensure that homeowners facing foreclosure in New York State had access to high quality housing counseling and legal services providers. The initial HOPP program was a three-year \$60 million commitment that has supported approximately ninety housing counseling and legal services organizations. Subsequently, HOPP has been renewed for another 9 years, providing hundreds of millions of dollars to legal services and housing counseling organizations which collectively have provided free, high-quality services to more than 150,000 at-risk families. Since the onset of the program, these legal service and counseling organizations have been advised and overseen by two anchor partners who monitor program progress, data collection and manage a Statewide hotline and website-based referral system.

The initial funds were appropriated from the National Mortgage Settlement and the JP Morgan Chase Settlement secured by the New York Office of the Attorney General, after these settlement funds were exhausted, New York State began funding HOPP through the State's budget. The HOPP program will expire July 15, 2024.

Even though HOPP was initially created as a response to the overwhelming increase in foreclosures that resulted from the 2008 financial crisis, the subsequent years have proven the need for a sustained homeowner support program. In 2020, the Covid19 crisis hit, the financial ramifications of this crisis soon began to burden homeowners. While New York quickly implemented a moratorium on foreclosures, HOPP was essential to getting this information to homeowners as well as identifying servicers who were not properly following the guidance. When the federal government provided New York with funds to support homeowners who fell behind on their mortgages during this period, HOPP was once again essential to connecting homeowners to these services, assisting thousands of homeowners with applications that resulted in over millions of dollars in disbursed funds. Unfortunately, despite these interventions, many homeowners are still at risk. Data shows that foreclosures are increasing

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both in NYC¹ and across the State of New York². Additionally, homeowners are facing a myriad of challenges, housing costs, like many costs of basic needs continue to rise, deed theft and other homeowner facing scams are perpetuated across the State, and ever-increasing storms due to climate change are having a significant impact on homeowners' ability to maintain ownership of their homes and pass equity onto future generations.

In response to the ongoing need to support homeowner stability, the OAG is releasing another RFA for HOPP Direct Service partners utilizing funds directed to the OAG in the NYS State Budget for fiscal year 2024-25. In order to ensure that these programs are adequately managed, and that New Yorkers can access these programs, the OAG is making approximately \$3.4 million of funding available through this competitive RFA for two (2) Grantees to act as "Anchor Partners" to the HOPP Program. The Anchor Partners will assist in managing HOPP by overseeing the housing counseling and legal services providers, the "Direct Service Grantees" that provide homeowner stabilization services to New York State homeowners under HOPP. Additionally, the OAG will award one (1) Grantee to manage a system to refer New Yorkers to appropriate program partners and advertise these services in New York State. Funding is available to New York State non-profit organizations that are in good standing and who meet minimum requirements stated in this RFA.

II. Grant Purpose

HOPP funding is dedicated to ensuring that comprehensive homeowner stabilization services are available to residents across New York State, and that these services are focused primarily on helping households who are in, at-risk of, or have experienced foreclosure, and communities impacted by foreclosures. Currently, there are 82 housing counseling and legal service organizations that are Direct Service Providers under HOPP. To ensure that homeowner stabilization services are coordinated throughout the State, the OAG anticipates funding two Grantees to act as the OAG's Anchor Partners to provide oversight, technical assistance and support for the Direct Service Providers. The

¹Property Shark 2023 Annual Foreclosure Report, <https://www.propertyshark.com/Real-Estate-Reports/nyc-foreclosure-report/>

² Rise in foreclosures a warning to upstate homeowners, Spectrum News
<https://spectrumlocalnews.com/nys/central-ny/business/2024/02/05/new-york-upstate-house-foreclosures>

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Anchor Partners are anticipated to serve specific regions of the State. Direct Service Providers will be assigned to report to one of these Anchor Partner organizations depending on providers' service areas. Additionally, under this RFA, the OAG anticipates selecting one Grantee to provide Advertisement and Referral Services. Applicants may apply to both categories of funding as described below:

A. Category 1: Anchor Partners

Through this RFA, the OAG anticipates selecting two (2) Grantees to act as Anchor Partners in two (2) geographies in the State: (1) New York City and (2) Rest of New York State. There are approximately 30 Direct Service Providers in New York City and approximately 50 Direct Service Providers in the Rest of New York State that currently receive funding under HOPP.

Anchor Partners will collect data from the Direct Service Providers and provide to the OAG statistical reports as to the performance of their homeowner stabilization services. Statistical reporting requires the collection of a number of data points including, but not be limited to:

1. Client/Demographic Information
2. Property Information
3. Loan Information
4. Services Provided to the Client by Grantee
5. Outcome Reached for Client

Anchor Partners will review, and report Direct Service Providers' performance compared to their client goals on a quarterly basis to the OAG. If the Direct Service Provider has not met the expected goals for the quarter, the Anchor Partner will work with the Direct Service Provider on a plan to meet the performance goals by the end of the year. In the case that the Direct Service Provider cannot meet their goals, the Anchor Partner will make a recommendation to the OAG on what portion of the Direct Service Provider's grant should be paid. Additionally, the Anchor Partners will collect narrative and financial reports from Direct Service Providers twice a year.

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The Anchor Partners will also provide Direct Service Providers with training (can be subcontracted) and create a network for information and resource sharing and assist the OAG and Direct Service providers with coordinating outreach and engagement to homeowners in need of HOPP services.

B. Category 2: Advertisement and Referral Services

Additionally, the OAG anticipates selecting one (1) Grantee to provide Advertisement and Referral Services Statewide. This includes staffing and managing a hotline for homeowners in foreclosure that would connect homeowners to the appropriate Direct Service Provider as well as managing a website that includes information for homeowners about foreclosures, scam prevention and how to contact the HOPP network. This Grantee will develop and implement an advertising plan to let homeowners, particularly homeowners at risk of foreclosure, know about HOPP.

III. Award Information

A. Funding Availability and Distribution

The total estimated funding expected to be available for awards under this competitive opportunity is approximately \$3.4 million. Funding will be distributed between two (2) categories: Category 1: Anchor Partners, and Category 2: Advertisement and Referral Services. Of the funds available approximately \$2.8 million will be allocated for Anchor Partners and approximately \$600,000 will be allocated for Advertisement and Referral Programs.

If the final grant to be awarded has a greater budget than the remaining funding allocation for that category, the OAG, at its sole discretion, may provide additional funding to satisfy the final awards.

Category 1 Funds for Anchor Partners will cover two regions of the State:

1. NYC comprised of Bronx, Brooklyn, Manhattan, Queens and Staten Island counties. In NYC, there are currently fourteen (14) legal services grantees and sixteen (15) housing counseling grantees under HOPP.

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2. Rest of New York State. There are fourteen (14) legal services grantees and thirty-nine (39) housing counseling grantees under HOPP in the regions below:
 - a. Hudson Valley comprised of Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester counties.
 - b. Long Island comprised of Nassau and Suffolk counties.
 - c. Mid/Central NY comprised of Broome, Cayuga, Chenango, Cortland, Delaware, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego and Otsego counties.
 - d. Northeast NY comprised of Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren and Washington counties.
 - e. Southern Tier comprised of Allegany, Cattaraugus, Chautauqua, Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne and Yates counties.
 - f. Western NY comprised of Erie, Genesee, Niagara, Orleans and Wyoming counties.

Organizations that are current Direct Service Grantees under HOPP may apply for Category 1: Anchor Partner funds, but that organization's Direct Service contract will be managed by the other Anchor Partner, regardless of region.

Category 2 Funds will cover advertisement and referral services that must be offered Statewide.

Qualified organizations applying for Category 1: Anchor Partner funding may also apply for Category 2: Advertisement and Referral Services. In this instance, two separate applications and budgets should be submitted by the organization for evaluation.

B. Grant Period

The grant period will be for One (1) year with four (4) one-year renewal options. The OAG may provide opportunities for grant renewal or extensions at the end of the grant period at the OAG's discretion. Any award made under this RFA will be renewed or extended at the sole discretion of the OAG. There is no guarantee that the award(s) made under this RFA will be renewed beyond the first year.

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C. Funding Requests

Applicants can apply for up to two (2) individual grants; one (1) in each category. Applicants that apply for more than one grants should submit a separate application for each category requested.

D. Award Evaluation Process

1. Proposals will be evaluated based on evaluation criteria outlined in Section IV. Section IV.B.1 relates to criteria specific to Category1: Anchor Partners, and Section IV.B.2 relates to Category 2: Advertisement and Referral Services. Applicants may submit proposals for both categories. Proposals will be scored and evaluated separately for each category.
2. Proposals first will be examined for completeness. All proposals submitting a complete package will continue to the minimum threshold eligibility criteria stage.
3. Each proposal that passes the minimum threshold eligibility criteria state will be rated under a point system, with a total of 100 points possible.
4. Incomplete proposals and proposals that do not meet the minimum requirements will be rejected.

E. Award Rating and Scoring

This is a point-based evaluation. A numerical rating shall be assigned to each application based on an evaluation of each proposal, considering the criteria set forth in this RFA. Proposals for Category 1: Anchor Partners and Category 2: Advertisement and Referral Services will be evaluated and awarded separately. Applicants must score at least 60 points for each category of service to be considered for an award in each category. Proposals will be grouped according to the category and region of the services proposed, then ranked in order of total score. Awards will be made in order of highest score to lowest score under each region for each category as outlined in Section III.A.

F. Tie-breakers:

In the event of a tie score, the scores on the individual application components will be compared in the following order: 1 (Experience), 2 (Proposed Scope of Work), 3 (Budget). The applicant with the highest score on the first component where there is a difference will be considered the winner of the tie.

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V. Eligibility Information

A. Minimum Threshold Eligibility Criteria

These are requirements that if not met at the time of proposal submission will result in elimination of the proposal from further consideration. Only proposals from eligible entities that meet all of these criteria will be evaluated against the ranking factors in Section IV.B of this announcement. Applicants deemed ineligible for funding consideration as a result of the threshold eligibility review will be notified within five (5) calendar days of the ineligibility determination.

1. Must be an agency in New York State with an active New York State Charities registration number.
2. Must have an office physically located in New York State.
3. Category 1 only: Must have experience providing free direct foreclosure prevention legal or counseling services, or experience managing organizations that provide free direct foreclosure prevention legal or counseling services in New York State for at least the past four (4) years.

B. Evaluation Criteria for HOPP

Eligible proposals that are complete and meet the minimum threshold criteria will be reviewed according to the evaluation criteria set forth below. Applicants submitting proposals for only Category 1: Anchor Partners must respond to sections 1.A-1.C below. Applicants submitting proposals for only Category 2: Advertisement and Referral Services must respond to sections 2.A-2.C below. Applicants may submit proposals for both categories; these proposals must be separate and will be evaluated independently. Applicants should explicitly address these criteria as part of their proposal package submittal.

1. Category 1 Criteria: Anchor Partners

Answers to sections A and B below shall be presented as a narrative and shall not exceed five (5) pages (one-sided, single-spaced). Letters of Support will not be considered as part of the page limitation.

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A. Experience (30 Points)

- i. Organizational Description: Provide a brief description of your organization including: its mission, number of years in existence, geographic area you serve and services you provide.
- ii. Experience: Describe your organization's experience in the area of homeowner stabilization services particularly during the last four years. Describe how your organization coordinates or engages with other organizations that provide homeowner stabilization services, please include any experience providing technical assistance or management to other organizations that provide homeowner stabilization services. If your organization has provided technical assistance under a grant program, such as HOPP, please describe how this program was managed.
- iii. Please include two (2) letters of support from outside stakeholders including at least one letter from an organization who has provided homeowner stabilization services in collaboration with your organization. This will not be considered part of the page limitation.

B. Program Services (50 Points)

- i. Program and Services: Please indicate which region you plan to serve and describe your proposed approach to providing technical support to HOPP Direct Service grantees. Please describe how you will track and manage Direct Service Grantees performance, how you will work with organizations that fail to meet their goals and how you will report this information as well as other relevant information such as scams targeting homeowners to the OAG.
- ii. Data Management and Training: Please describe how you will collect data from Direct Service Grantees and how you will report this data to the OAG. Additionally, please describe how you plan to offer training to Direct Service Grantees, what training will entail and how you plan to coordinate information sharing among the Direct Service Grantees.

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- iii. Funding Request: Please describe your staffing plan, explaining the need and uses for funding including staff costs, technological and training costs and why these are necessary to provide services under this program.

C. Budget/Appendix III (20 points)

Please complete the Microsoft Excel worksheet that details the Budget and Scope of Services and provides a description and dollar amount for each line and return it with your RFA response. Note that all grant funds must be used in a manner that is consistent with your organization's status as outlined in the requirements of Section II A of this RFA. Please note if applying for both Category 1 and Category 2 Funding a separate budget is required for each. Do not convert the Excel spreadsheet into a pdf document.

2. Category 2 Criteria: Advertisement and Referral Services

Answers to sections A and B below shall be presented as a narrative and shall not exceed five (5) pages (one-sided, single spaced).

A. Experience (30 Points)

- i. Organizational Description: Provide a brief description of your organization including: its mission, number of years in existence and technical services you provide.
- ii. Experience: Describe your organization's experience with referral services, including hotline and website referral management. Describe your organizations experience with advertising services and how you track the effectiveness of advertisements.

B. Program Services (50 points)

- i. Program and Services: Please describe your proposed approach to developing a hotline and website under this program. Please include a timeline of how long it will take to develop these services (if you do not have a system set up already.) Please describe what type of information or help for homeowners you plan to include on the website. Describe your planned approach for advertising HOPP and how you plan to reach homeowners in need of assistance.

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- ii. Funding Request: Please indicate your funding request, explaining the need and uses for funding including staff costs, technological costs, material development and coordination with other agencies. If you propose setting up new systems, please differentiate “start-up costs” from ongoing maintenance and support.

C. Budget/Appendix III (20 points)

Please complete the Microsoft Excel worksheet that details the Budget and Scope of Services and provides a description and dollar amount for each line and return it with your RFA response. Note that all grant funds must be used in a manner that is consistent with your organization’s status as outlined in the requirements of Section II of this RFA. Please note if applying for both Category 1 and Category 2 Funding a separate budget is required for each. Do not convert the Excel spreadsheet into a pdf document.

V. Other Requirements

By submitting a proposal under the RFA, applicant acknowledges their obligations and agrees to cooperate and coordinate fully with the OAG, including but not limited to complying with requests for data, narrative, and financial reports and scheduling of site visits.

An applicant may only subcontract with other agencies if a pre-existing relationship exists and the sub-grantee meets all minimum threshold eligibility criteria in Section IV. A pre-existing relationship is defined as a close working relationship or collaboration with non-profit for four or more years. Sub-grantees without an existing relationship are not permitted. Only one grant application need be submitted; however, the grant application must include documents required in Appendices I and II for the applying agency, as well as for each sub-grantee.

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Additional legal provisions will be included in the Office of the Attorney General's grant agreement with funded applicants under this RFA, as follows, without limitation:

1. NYS Ethics Compliance: All grantees and their employees must comply with the requirements of Public Officers Law Sections 73 and 74, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State.
2. Public Information: Disclosure of items related to the Agreement shall be permitted consistent with the laws of the State of New York and specifically the Freedom of Information Law (FOIL) contained in Section 87 of the Public Officers Law. The New York Office of the Attorney General shall take reasonable steps to protect from public disclosure any records relating to the grantee or its application that are otherwise exempt from disclosure under that statute. Information constituting trade secrets, for purposes of FOIL, must be clearly marked and identified as such upon submission. If the grantee intends to seek an exemption from disclosure of these materials under FOIL, the grantee shall, at the time of submission, request the exemption in writing and provide an explanation of why the disclosure of the identified information would cause substantial injury to the competitive position of the grantee. Acceptance of the identified information by the New York Office of the Attorney General does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to the availability of the identified information will be made in accordance with FOIL at the time a request for such information is received by the New York Office of the Attorney General.
3. Indemnification: All grantees agree to indemnify and hold harmless the State of New York, the New York Office of the Attorney General, and their officers, agents, and employees, from liability for loss or damage to the extent caused by the negligent acts, misconduct, or omissions of the grantees, their agents, employees or subcontractors.
4. Independent Contractor: Grantee, in accordance with its status as an independent contractor covenants and agrees that it shall conduct itself consistent with such status, that it shall neither hold itself as, nor claim to be an officer, agent or employee of the State New York or Office of the Attorney General by reason hereof, and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including but not limited to Workers' Compensation coverage,

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Unemployment Insurance Benefits, Social Security coverage or Retirement membership.

5. Dispute Resolution Policy (Protests and Appeals): It is the policy of the Office of the Attorney General, Budget & Fiscal Management Bureau, to provide grantees with an opportunity to administratively resolve disputes, complaints or inquiries related to bid solicitations or contract awards. The Budget & Fiscal Management Bureau encourages grantees to seek resolution of disputes through consultation with OAG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.
6. Confidentiality: All the reports, information, data, and other papers and materials in whatever form prepared or assembled by the grantee under this Agreement are confidential, and the grantee shall not discuss them with or make them available to any individual or organization without the prior written approval of the Attorney General or his representative. These provisions do not apply in whatever form to information that is in the public domain nor shall they restrict the grantee from giving notices required by law or complying with an order to provide information or data when such order is issued by a judge. If disclosure of confidential information is required of the grantee by any subpoena or other court process, the grantee agrees to immediately notify the Office of the Attorney General of such process, and to allow the Office of the Attorney General to inspect any such data or information and interpose objections prior to delivery to the court.
7. Publications, Copyrights, and Software Licenses: The Office of the Attorney General and State of New York expressly reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this grant contract or activity supported by this grant contract. Grantee shall grant the Office of the Attorney General and the State of New York a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge any custom software application created as a result of the grant funds awarded to a grantee under the grant.
8. Workers' Compensation Insurance and Disability Benefit Requirements Workers' Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that business applying for permits, licenses or contracts document they have appropriate workers' compensation and disability insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work

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done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in rejection of your bid or renewal. Awarded Contractors seeking to enter into a contract with the State of New York shall reference the Quick Guide to Workers Compensation and Disability Insurance to determine which forms to provide to the OAG. ALL FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME: The NYS Office of the Attorney General, Budget and Fiscal Management Bureau, State Capitol, Albany, NY 12224 as the Entity Requesting Proof of Coverage (Entity being listed as Certificate Holder).

VI. Proposal and Submission Information

A. Submittal Timeline

| | |
|----------------------------|-----------------------------|
| RFA Issue Date: | April 26, 2024 |
| Questions Due: | May 8, 2024 by 5:00 PM EST |
| OAG Issuance of Answers: | May 15, 2024 by 5:00 PM EST |
| Applications Due: | June 3, 2024 by 5:00 PM EST |
| Projected Notice of Award: | July 1, 2024 |

The OAG in its discretion may extend the application deadline if it determines that no applicant addressed specific underserved populations or geographic areas. Any such extension will be announced on the OAG website.

B. Submittal Questions

1. All questions should be submitted in writing, citing the particular RFA section and/or paragraph number/letter. Prospective Applicants should note that all clarifications, including those relating to the terms and conditions of the contract, are to be resolved prior to the submission of an application.
2. Questions/inquiries and/or requests for clarification will only be accepted via e-mail and in writing and should be submitted to the following e-mail address: purchase@ag.ny.gov with the subject line of "Questions for RFA #24-002 HOPP – Anchor Partners [Insert Applicant's Name]".

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3. Official answers to questions will be provided via addendum and posted to the OAG website under Request for Applications: <https://ag.ny.gov/resources/organizations/contract-procurement-opportunities/request-applications> and the NYS Contract Reporter. The OAG encourages responders to register with the New York State Contract Reporter (NYSCR) at <https://www.nyscr.ny.gov> to receive notifications about this Solicitation. Navigate to the "I want to find contracts to bid on" page to register for your free account. **To receive e-mail notifications regarding updates to the content or status of a particular ad, you must "bookmark the ad" on the upper right-hand side of the ad, then return to your Account, view your list of bookmarked ads, and then select "send me notification updates" option listed to the right of the ad.** Any updates to Solicitation documents will also be posted and released through the NYSCR. If you do not opt-in to receive notification updates regarding a specific ad, you will not receive e-mail notifications regarding updates, including e-mail notifications regarding the questions and answers document and updates to Solicitation documents.

C. Submittal Delivery Method

1. Certified mail, first class mail, overnight delivery, hand delivered applications or walk-ins will not be accepted. Facsimile submissions will not be accepted. The Office of the Attorney General will not acknowledge receipt of applications delivered by mail, fax or in person.
2. Applications must be submitted via e-mail to purchase@ag.ny.gov with the subject line of "Application Enclosed for RFA # 24-002 HOPP – Anchor Partners – [Insert Applicant's Name].
3. The applicant is responsible for ensuring 5:00 PM arrival on the deadline date.

D. Submittal Content

In order to fairly evaluate all proposals, a uniform proposal format is required. Each proposal section is listed below, along with the exact contents required. Elaborate brochures, reproduced copies, or printouts of standard manuals or sales literature may not be substituted for the proposal narratives and responses specified.

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1. **Appendix I - Proposal Cover Page:** By submitting an application with a signed cover letter, you indicate full knowledge and acceptance of this RFA, including Appendix A (Standard Clauses for New York State OAG Contracts). Proposal Cover Page must be signed.
2. **Narrative:** A narrative of no more than five (5) pages answering questions in Section IV.B.1 for Anchor Partners or IV.B.2 Advertisement and Referral Services will be accepted. *Applicants wanting to apply for both categories of funding must submit two separate and properly labeled narratives of no more than five (5) pages.*
3. **Appendix II – Budget and Scope of Services:** *Please note if applying for both Categories of Funding a separate budget is required for each. Do not convert the Excel spreadsheet into a pdf document.*
4. **Appendix IV – Certifications 1-5**
5. **Administrative Submission Requirements** as follows:
 - a. Vendor Responsibility Questionnaire, either a certification of online filing or paper version
 - b. NYS Workers' Compensation Insurance Coverage (see Quick Guide)
 - c. NYS Disability Benefits Insurance Coverage (see Quick Guide)
 - d. Substitute W-9 Form

All proposals, upon submission to the OAG, shall become OAG property for use as deemed appropriate.

A. The OAG reserves the right, in its sole discretion, to:

1. Amend the RFA: If the OAG elects to do so, notification of the amendment will be provided on a Purchasing Memorandum to all Firms.
2. Withdraw the RFA at its sole discretion.
3. Disqualify any Responder whose conduct and/or bid proposal fails to conform to any requirements.

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4. Require clarification at any time during the procurement process and/or correct any math or other apparent errors to ensure a full & complete understanding of a Responder's proposal and compliance with requirements.
5. Reject any or all proposals received in response to this RFA at its sole discretion.
6. Change any of the scheduled dates indicated in this RFA.
7. Establish program and legal requirements to meet the OAG's needs; and to modify/correct/clarify, any such requirements at any time during the procurement process, so long as such actions would not materially benefit or disadvantage any Responder.
8. Eliminate any requirement(s) unmet by all Firms.
9. Use the proposal, information obtained through any interviews and/or the OAG's own research of a Responder's qualifications, experience, ability and/or financial standing, and any other material/information submitted by the Responder in response to the OAG's request for information during evaluation and/or selection under this RFA.
10. Consider all ideas/suggestions submitted in the proposals received by the successful Firms.
11. Request best and final offers.
12. Negotiate with Firms responding to this bid within the bid requirements to serve the best interests of the State.
13. Should the State be unsuccessful in negotiating a contract with the selected Firm within 45 days, the State may begin contract negotiations with another bidding Firm in order to serve the best interest of the State.
14. Select and award the contract to other than the lowest Responder in the event of unsuccessful negotiations.
15. OAG has the right to all interpretation issues with respect to the content/language and meaning thereof the RFA and contract.

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VII. Contract Provisions & Administrative Clauses

The terms and conditions of this RFA document are not subject to change by reason of written or verbal statement by the Responder.

1. APPENDIX A/ORDER OF PRECEDENCE

Appendix A — Standard Clauses for New York State Contracts, dated June 2023 attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The memorandum of agreement (contract) resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

- A. Appendix A (dated June 2023)
- B. Grant Agreement (Contract)
- C. OAG RFA #24-001- HOPP: Housing and Legal Services (this document, and any addenda/ Unincorporated Appendices)
- D. Selected Grantee's Application to RFA #24-001

2. CONTRACT INVOICING AND PAYMENT

Payments are made against the contract, encumbrance documents or other written orders.

Housing Counseling, Legal Services and Expanding Service Grantees:

All "quarterly advance" invoices for payment shall be submitted to the Office of the Attorney General, Accounts Payable Unit, no earlier than thirty (30) days before the start of each quarter in which the services are to be performed. Quarterly advance amounts will be one fourth the total annual budget and cover a three-month period. All unused funds at the end of each budget year will be returned to the OAG by the grantee.

- a. Payee's complete name, telephone, email address, address, including zip code*.
- b. Statewide Financial System vendor identification number.
- c. Contract or Purchase Order number assigned by OAG.
- d. Description of the services performed.

*Information should agree with Remit to information in the Statewide Financial System.

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Invoices can be submitted by mail or email:

NYS Office of the Attorney General,
Budget & Fiscal Management Bureau - Payments Unit
The Capitol
Albany, NY 12224-0341
E-Mail: payments@ag.ny.gov

All records regarding service and billings to the OAG under this contract shall be retained as per Appendix A, Clause #10 – Records and may be subject to audit by appropriate State officials upon written notice.

a. ELECTRONIC PAYMENT

Firm shall provide complete and accurate billing invoices to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and OSC. Payment for invoices submitted by the Firm shall only be rendered electronically unless payment by paper check, is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Firm shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at OSC's website at <http://osc.state.ny.us/vendors/epayments.htm>, by e-mail at ePayments@osc.state.ny.us, or by phone at (855) 233-8363. Firm acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of the statewide financial system, OSC requires all vendors doing business with New York State agencies to complete a Substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

b. CONTRACT HOURS OF OPERATION AND LEGAL HOLIDAYS

The selected Proposer shall perform services on-site at the OAG designated office, or at the Firms facility. The Firms personnel are expected to accomplish their required task within and during the following:

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- A. Normal business days: Monday through Friday.
- B. Normal business hours: 8:30 a.m. to 5:00 p.m.
- C. Overtime: Occasional (infrequent) overtime will be required, at the discretion of the OAG Project Manager or designee. Working more than 40 hours in each workweek may be billed at the Responder's proposed hourly rate. Such overtime work must have the prior written approval of the OAG Project Manager.
- D. Firms must abide by all Federal labor laws (i.e., must take a 30-minute lunch).

The following are a list of State holidays that need to be considered while providing services under any resulting contract:

| | |
|------------------------------|--------------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day/Indigenous People's Day |
| Lincoln's Birthday (Floater) | Election Day (Floater) |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Juneteenth | Christmas Day |
| Independence Day | |

3. SUBCONTRACTING

The State reserves the right to reject any proposed subcontractor bona fide business reasons, which may include, but are not limited to that the proposed subcontractor is on the Department of Labor's debarred list; the State determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided.

A subcontractor shall be defined as any Firm or person who is not a full-time employee of the Contractor, engaged or assigned to perform work under the Contract. All agreements between the Firm and its subcontractors shall be by bona fide written contract. Any costs associated with subcontracting are the obligation of the Contractor.

All subcontractors are required to read the confidentiality, background checks and conflict of interest provisions of this RFA and agree to them in writing, submitted to OAG before commencement of any work, and meet their requirements through the term of the contract. Copies of the agreements should be submitted to OAG and approved before commencing work. At sole discretion of the OAG this requirement may be waived.

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Firms shall be fully responsible to OAG for the acts and omissions in the performance of services under the Contract of the subcontractor and/or persons either directly or indirectly employed by it or by the subcontractors, as it is for the acts and omissions in the performance of services under the Contract or persons directly employed by the Contractor. Firm shall not in any way be relieved of any contractual or financial responsibility under the Contract by its agreement with any subcontractor by an OAG approval of such an agreement with a subcontractor.

4. APPROPRIATED STATE FUNDS

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. The OAG shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the Legislature and Governor for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, The OAG reserves the right to terminate the contract by giving the Firm a thirty (30) day written notice of its intention to terminate without penalty or any further obligations on the part of the OAG or the contractor. Upon termination of the contract, the OAG shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. The State fiscal year begins on April 1st and ends on March 31st.

5. DEBRIEFING

Pursuant to State Finance Law §163(9)(c), any unsuccessful Responder may request a debriefing regarding the reasons that the Proposal submitted by the Responder was not selected for award. Requests for a debriefing must be made within fifteen (15) calendar days of notification by OAG that the Proposal submitted by the Responder was not selected for award. Requests should be submitted in writing to a designated contact identified in this Solicitation.

6. NYS VENDOR RESPONSIBILITY REQUIREMENT

OAG conducts a review of prospective Contractors ("Firms") to provide reasonable assurances that the Responder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non- construction Contracts and is designed to provide information to assess a Responder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a proposal, Responder agrees to complete the Questionnaire fully and accurately. The Responder acknowledges that the State's execution of the Contract shall be contingent upon the State's determination that the Responder is responsible, and that the State shall be relying upon the

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Responder's responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OAG recommends each Proposer file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, <https://www.osc.state.ny.us/vendrep/index.htm> or to enroll, go directly to the VendRep System online at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Proposers opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

To assist the State in determining the responsibility of the Proposer prior to Contract Award, the Proposer must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Proposer's Questionnaire cannot be viewed by OAG until the Proposer has certified the Questionnaire. It is recommended that all Proposers become familiar with all the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Proposer agrees that if it is awarded a Contract the following shall apply:

The Firm shall always during the Contract term remain responsible. The Firm agrees, if requested by the OAG or their designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The OAG or their designee, in their sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when they discover information that calls into question the responsibility of the Contractor. In the event of such suspension, the Firm will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Firm must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OAG or their designee issues a written notice authorizing a resumption of performance under the Contract.

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Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OAG officials or staff, the Contract may be terminated by the OAG or their designee at the Contractor's expense where the Firm is determined by the OAG or their designee to be non-responsible. In such event, the OAG or their designee may complete the contractual requirements in any manner they may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Firm because of such termination.

7. NYS VENDOR FILE REGISTRATION

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State.

Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Firm Information page included in ATTACHMENT D of this solicitation.

If the Bidder is not currently registered in the Vendor File and is recommended for award, OAG shall Request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. The OAG will initiate the vendor registration process for all Bidders recommended for Contract Award. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: <http://www.osc.state.ny.us/vendors/index.htm>

Forms to be completed:

<https://www.osc.state.ny.us/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf>

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8. WORKERS' COMPENSATION REQUIREMENT

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to OAG. Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to OAG at the time of notification of tentative award, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, Certificate of Attestation for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov).
- Form C-105.2 (9/15), Certificate of Workers' Compensation Insurance, sent to OAG by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide
- Form U-26.3 to OAG upon request from the Contractor; or
- Form SI-12, Certificate of Workers' Compensation Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Contractor's Group Self-Insurance Administrator
- Form CE-200, Certificate of Attestation for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (<https://www.wcb.ny.gov/>)
- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to OAG by the Contractor's insurance carrier upon request; or

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- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, [requirements-businesses-applying-government-permits-licenses-contracts.pdf \(ny.gov\)](#)

Firm acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of OAG constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to OAG. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for OAG' immediate termination of any contract resulting from this Solicitation, subject only to a five (5) business day cure period. Any termination by OAG under this section shall in no event constitute or be deemed a breach of any contract resulting from this Solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents, and employees therefore for lost profits or any other damages.

9. SEXUAL HARRASSMENT PREVENTION CERTIFICATION

Pursuant to N.Y. State Finance Law § 139-l, every bid made on or after January 1, 2019, to the State or Any public department or agency thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following: [Combating Sexual Harassment in the Workplace \(ny.gov\)](#)

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Pursuant to N.Y. State Finance Law § 139-l, any bid by a corporate bidder containing the certification Required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, OAG may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

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**Homeowner Protection Program (HOPP)
Request for Applications (RFA)**

Appendix I- Application Cover Letter for RFA (HOPP):

Please fill out and return the Microsoft Excel worksheet provided. A signed copy of Appendix I must be included.

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Appendix II – Budget and Scope of Services (Category 1 & 2)

Please fill out and return the Microsoft Excel worksheet provided. Do not convert Excel worksheet to a pdf

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**Homeowner Protection Program (HOPP)
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Appendix III - Certifications - 1

PRIVACY CERTIFICATION

Each organization receiving a grant must have an established privacy policy for protecting the confidentiality of personally identifiable information or "private information."

I hereby certify that _____, the applicant organization, maintains a privacy policy that, at a minimum:

- restricts the use and/or disclosure of "private information" to the purpose for which it was obtained;
- requires the person's consent for other uses or disclosures;
- limits access to "private information" to those employees with a need to fulfill the purpose for which it was obtained; and
- provides adequate precautions to ensure administrative and physical security of "private information."

Signature of Authorized Certifying Official

Date

Name/Title

Sworn to before me this _____ day of _____, 20____;

Notary Public

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Appendix III - Certifications - 2

CIVIL RIGHTS CERTIFICATION

I hereby certify that _____, the applicant organization:

- will comply with all applicable federal, state, and local laws relating to nondiscrimination in employment;
- will not discriminate against any individual who receives or applies for services on the basis of actual or perceived age, race, religion, color, gender, sexual orientation, age, national origin, ancestry, citizenship, disability, or veteran status or classification; and
- Will forward to the appropriate Anchor Partner a copy of any finding by a court or administrative agency that it has violated any federal, state, or local law relating to nondiscrimination.

Signature of Authorized Certifying Official

Date

Name/Title

Sworn to before me this _____ day of _____, 20____;

Notary Public

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Appendix III - Certifications - 3

LABOR CERTIFICATION

I hereby certify that _____, the applicant organization:

- will comply with all applicable federal, state, and local labor and employment laws and regulations, including any applicable schedules or determinations made by the State Labor Department in accordance with the Labor Law; and
- Will forward to the appropriate Anchor Partner a copy of any finding by a court or administrative agency that it has violated any federal, state, or local law relating to labor or employment.

Signature of Authorized Certifying Official

Date

Name/Title

Sworn to before me this _____ day of _____, 20____;

Notary Public

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**Homeowner Protection Program (HOPP)
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Appendix III - Certifications - 4

INSURANCE CERTIFICATION

I hereby certify that _____, the applicant organization:

- Maintains appropriate insurance, including but not limited to all insurance required by law, against any liability, in reasonable amounts, for injury to persons or property arising to the performance of activities proposed in this RFA.
- Will forward a copy of all proof of insurance documents to the appropriate Anchor Partner upon request by such Anchor Partner

Signature of Authorized Certifying Official

Date

Name/Title

Sworn to before me this _____ day of _____, 20____;

Notary Public

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**Homeowner Protection Program (HOPP)
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Appendix III - Certifications - 5

COMPLIANCE WITH LAW CERTIFICATION

I hereby certify that _____, the applicant organization:

- Currently and shall continue to comply with all applicable federal, state, and local laws rules, regulations, resolutions, orders, judgments, decrees, and ordinances which are in effect or become effective during the term of the project described in this RFA

Signature of Authorized Certifying Official

Date

Name/Title

Sworn to before me this _____ day of _____, 20____;

Notary Public

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

| BUSINESS ENTITY INFORMATION | | | | |
|---|------|--|-----------------------------|--------|
| Legal Business Name | | EIN | | |
| Address of the Principal Place of Business/Executive Office | | <u>New York State Vendor Identification Number</u> | | |
| | | Telephone | ext. | Fax |
| Email | | Website | | |
| Authorized Contact for this Questionnaire | | | | |
| Name: | | Telephone | ext. | Fax |
| Title | | Email | | |
| List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable) | | | | |
| Type | Name | EIN | State or County where filed | Status |
| | | | | |
| | | | | |

| I. BUSINESS CHARACTERISTICS | |
|--|---|
| 1.0 Business Entity Type – Please check appropriate box and provide additional information: | |
| a) <input type="checkbox"/> Corporation (including PC) | Date of Incorporation |
| b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC) | Date Organized |
| c) <input type="checkbox"/> Limited Liability Partnership | Date of Registration |
| d) <input type="checkbox"/> Limited Partnership | Date Established |
| e) <input type="checkbox"/> General Partnership | Date Established County (if formed in NYS) |
| f) <input type="checkbox"/> Sole Proprietor | How many years in business? |
| g) <input type="checkbox"/> Other | Date Established |
| If Other, explain: | |
| 1.1 Was the Business Entity formed in New York State? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| If “No,” indicate jurisdiction where Business Entity was formed: <input type="checkbox"/> United States State _____ <input type="checkbox"/> Other Country _____ | |
| 1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? <i>Note: Select ‘not required’ if the Business Entity is a General Partnership.</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required | |
| If “No,” explain why the Business Entity is not required to be registered in New York State. | |
| 1.3 Is the Business Entity registered as a Sales Tax vendor with the New York State Department of Tax and Finance? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Explain and provide detail, such as ‘not required,’ ‘application in process,’ or other reasons for not being registered. | |

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

| I. BUSINESS CHARACTERISTICS | |
|---|--|
| 1.4 Is the Business Entity a Joint Venture? <i>Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity comprising the Joint Venture.</i> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 1.5 Does the Business Entity have an active Charities Registration Number? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Enter Number: _____ If exempt, explain: _____ If an application is pending, enter date of application: _____ Attach a copy of the application | |
| 1.6 Does the Business Entity have a DUNS Number? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Enter DUNS Number _____ | |
| 1.7 Is the Business Entity’s principal place of business/Executive Office in New York State? If “No,” does the Business Entity maintain an office in New York State? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Provide the address and telephone number for one New York Office. | |
| 1.8 Is the Business Entity’s principal place of business/executive office: | |
| <input type="checkbox"/> Owned <input type="checkbox"/> Rented Landlord Name (if ‘rented’) _____ <input type="checkbox"/> Other Provide explanation (if ‘other’) _____ | |
| Is space shared with another Business Entity? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Name of other Business Entity _____ | |
| Address _____ | |
| City _____ | State _____ Zip Code _____ Country _____ |
| 1.9 Is the Business Entity a Minority Community Based Organization (MCBO)? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 1.10 Identify current Key Employees of the Business Entity (include middle initial). Attach additional pages if necessary. | |
| Name | Title |
| Name | Title |
| Name | Title |
| Name | Title |
| 1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary. | |
| Name | Title |
| Name | Title |
| Name | Title |
| Name | Title |

| II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS | |
|---|--|
| 2.0 Does the Business Entity have any Affiliates? Attach additional pages if necessary (If no, proceed to Section III) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Affiliate Name | Affiliate EIN (If available) |
| Affiliate’s Primary Business Activity | |
| Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable): Only | |
| Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Individual’s Name | Position/Title with Affiliate |

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

III. CONTRACT HISTORY

| | |
|--|--|
| 3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If "Yes," attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|--|

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity or any Affiliate

| | |
|---|--|
| 4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.1 Been subject to a denial or revocation of a government prequalification? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.2 Been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.3 Agreed to a voluntary exclusion from bidding/contracting with a government entity? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.4 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each "Yes" answer, provide an explanation of the issue(s), the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity or any Affiliate

| | |
|--|--|
| 5.0 Been suspended, cancelled or terminated for cause on any government contract? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each "Yes" answer, provide an explanation of the issue(s), the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

| | |
|--|--|
| 6.0 Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|--|

If "Yes," provide an explanation of the issue(s), the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the Business Entity or any Affiliate

| | |
|---|--|
| 7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.3 Had any New York State Labor Law violation deemed willful? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
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VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the Business Entity or any Affiliate

| | |
|---|--|
| 7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|---|--|

| | |
|--|--|
| 7.5 Other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000, imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|--|

For each "Yes" answer, provide an explanation of the issue(s), the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VIII. LEADERSHIP INTEGRITY

Note: If the Business Entity is a Joint Venture, answer 'N/A- Not Applicable' to questions 8.0 through 8.4.

Within the past five (5) years, has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to

| | |
|--|--|
| 8.0 A sanction imposed relative to any business or professional permit and/or license? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
|--|--|

| | |
|--|--|
| 8.1 An investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
|--|--|

| | |
|--|--|
| 8.2 An indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
|--|--|

| | |
|---|--|
| 8.3 Misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
|---|--|

| | |
|--|--|
| 8.4 A debarment from any government contracting process? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
|--|--|

For each "Yes" answer, provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

NEW YORK STATE
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| IX. FINANCIAL AND ORGANIZATIONAL CAPACITY | |
|---|--|
| 9.0 Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government entity on any contract? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If "Yes," provide an explanation of the issue(s), the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses. | |
| 9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If "Yes," provide an explanation of the issue(s), the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses. | |
| 9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over \$15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If "Yes," provide an explanation of the issue(s), the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, relevant dates, the lien holder or claimant's name(s), the amount of the lien(s), claim(s), or judgments(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses. | |
| 9.3 Within the last seven (7) years, has the Business Entity or any Affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If "Yes," provide the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the Bankruptcy Chapter Number, the Court name, the Docket Number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses. | |
| 9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If "Yes," provide the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability year(s), the Tax Liability amount the Business Entity failed to file/pay, and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses. | |
| 9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If "Yes," provide the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the year(s) the Business Entity failed to file/pay the insurance, explain the situation, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses. | |
| 9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If "Yes," did any audit reveal material weaknesses in the Business Entity's system of internal controls If "Yes," did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No |
| For each "Yes" answer, provide an explanation of the issue(s), the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses. | |

**NEW YORK STATE
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X. FREEDOM OF INFORMATION LAW (FOIL)

| | |
|--|--|
| 10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|--|

Indicate the question number(s) and explain the basis for your claim.

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

| | | |
|-------|-----------|-----|
| Name | Telephone | Fax |
| | ext. | |
| Title | Email | |

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or federal law, as well as a finding of non-responsibility, contract suspension or contract termination.

It being acknowledged and agreed that all responses included in this questionnaire are to the knowledge, information and belief of the Business Entity, the undersigned certifies under penalties of perjury that they:

The undersigned certifies that he/she:

- are knowledgeable about the submitting Business Entity's business and operations;
- have legal authority to bind the Business Entity;
- have read and understand all of the questions contained in the questionnaire, including all definitions;
- have not altered the content of the questionnaire in any manner;
- have reviewed and/or supplied full and complete responses to each question;
- have provided true, accurate and complete responses, including all attachments, if applicable;
- understand that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- are under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Date _____

QUICK GUIDE TO WORKERS' COMPENSATION AND DISABILITY INSURANCE DOCUMENTATION

The Office of the State Comptroller requires proof of (1) workers' compensation insurance coverage and (2) disability benefits insurance coverage when a state agency submits any type of agreement to the comptroller's office for approval.

This document is intended to assist businesses and other parties for expert service contracts to efficiently determine what form they should complete and submit concerning the New York State Workers' Compensation Program and Disability Insurance Program. This document does not constitute legal advice.

As an initial matter, businesses and other parties may wish to explore whether they are exempt from carrying (1) workers' compensation insurance coverage and/or (2) disability benefits insurance coverage. The business or other party can fill out Form CE-200 which is an Affidavit of Exemption from the workers' compensation and disability insurance coverage requirements if he or she is not required to carry the insurances.

Businesses and other parties may seek an exemption from workers' compensation requirement if:

- B. The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.
- C. The business is a LLC, LLP, PLLP or a RLLP; OR is a partnership under the laws of New York State and is not a corporation. Other than the partners or members, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.
- D. The business is a one person owned corporation, with that individual owning all of the stock and holding all offices of the corporation. Other than the corporate owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, other stockholders, unpaid volunteers (including family members) or subcontractors.
- E. The business is a two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (each individual must hold an office and own at least one share of stock). Other than the two corporate officers/owners, there are no employees, day labor, leased employees, borrowed employees, part-time employees, other stockholders, unpaid volunteers (including family members) or subcontractors.

Business and other parties may seek an exemption from disability requirement if:

- B. The business MUST be either: 1) owned by one individual; **OR** 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; **OR** 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); **OR** 4) is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

There are other potential grounds for an exemption, but they have not been discussed in this document. The paper version of form CE-200 is attached should the contractor wish to review it.

There are two ways to file the CE-200 Form: (1) via a paper submission or (2) and electronic submission.

Paper - The CE-200 application form should be completed in its entirety and submitted to the Workers' Compensation Board by mail or fax. The application will be processed in the order received and a certificate of attestation of exemption will be mailed to the applicant. This process may take up to four weeks to complete.

Electronic - For those who require an exemption immediately, please access the on-line application that can be found on the Board's website, at www.wcb.ny.gov. Click the "WC/DB Exemption" button on the Board's main webpage and then click on "Request for WC/DB Exemption (Form CE-200)." Complete the CE-200 application questionnaire on-line. You will be able to immediately print the certificate of attestation of exemption after completing the on-line application to document that you have submitted the CE-200 form with the Workers' Compensation Board.

Businesses and other parties must provide a copy of the certificate of attestation (Form CE-200) or acceptable certification of (1) workers' compensation insurance coverage and (2) disability benefits insurance coverage to the Attorney General's Budget and Fiscal Management Bureau.

The five acceptable workers' compensation insurance certification forms are:

- Form C-105.2 – Certificate of Workers' Compensation Insurance issued by private insurance carriers;
- Form U-26.3-- issued by the State Insurance Fund;
- Form SI-12 – Certificate of Workers' Compensation Self-Insurance;
- Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- Form CE-200 -- Certificate of Attestation of Exemption from Workers' Compensation and/or Disability Benefits insurance coverage.

The three acceptable disability insurance certification forms are:

- Form DB-120.1 - Certificate of Disability Benefits Insurance; or
- Form DB-155- Certificate of Disability Benefits Self Insurance
- Form CE-200 -- Certificate of Attestation of Exemption from Workers' Compensation and/or Disability Benefits insurance coverage. (Conveniently, this is the same form for exemption from Workers Compensation Insurance.)

Please note the NYS Office of the Attorney General should be listed as the "issuing government agency" on form CE-200 or "entity requesting proof of coverage" on forms C-105.2, GSI-105.2 and DB-120.1.

Questions regarding coverage requirements may be directed to Walter Peretti of the Workers' Compensation Board's Compliance Division at 518-402-8330 or walter.peretti@wcb.ny.gov.

New York State Workers' Compensation Board
Application for Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage.

For NYS workers' compensation exemption, this application may only be completed by entities with no employees or out-of-state entities obtaining contracts for which ALL work is performed outside of NYS. For NYS disability benefits exemption, it may only be completed by entities without employees or those with employees, as defined by the NYS Disability Benefits Law, working in NYS for less than thirty days in a calendar year.

A certificate of attestation of exemption can ONLY be used to attest to a government entity that the applicant requesting a permit, license or contract from that government entity is not required to carry workers' compensation and/or disability benefits insurance.

The application must be completed in its entirety and submitted to the Workers' Compensation Board by fax or mail. The application will be processed in the order received and a certificate of attestation of exemption will be mailed to the applicant. This process may take up to four weeks.

To obtain a certificate immediately, please use the *on-line application* at www.wcb.ny.gov. Once the application is completed on-line, you can immediately print the certificate on your printer.

Please review the separate instructions (form CE-200 instructions) prior to completing this application. Please print clearly.

1. Applicant Personal Information:

First Name: _____ Last Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Country (If other than U.S.) _____

Personal Phone Number (_____) _____

2. Your Title (check only one)

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> President | <input type="checkbox"/> Partner |
| <input type="checkbox"/> Vice President | <input type="checkbox"/> Member |
| <input type="checkbox"/> Secretary | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Homeowner | <input type="checkbox"/> Board Member |
| <input type="checkbox"/> Other (please provide title) _____ | |

3. Legal Entity Information:

Business Federal ID (If none, enter social security number): _____

Legal Entity Name: _____

Doing Business As Name _____

Business Phone: (_____) _____ E-mail _____

Check here if business address is the same as the applicant's personal address. If different, enter business address below.

Business Street Address: _____

City: _____ State: _____ Zip: _____

Country (If other than U.S.) _____

4. Permit/License/Contract Information:

A. Nature of Business:(please check only one)

- | | |
|---|--|
| <input type="checkbox"/> Construction/Carpentry | <input type="checkbox"/> Electrical |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Plumbing | <input type="checkbox"/> Farm |
| <input type="checkbox"/> Restaurant / Food Service | <input type="checkbox"/> Trucking / Hauling |
| <input type="checkbox"/> Food Cart Vendor | <input type="checkbox"/> Horse Trainer/Owner |
| <input type="checkbox"/> Homeowner | <input type="checkbox"/> Hotel / Motel |
| <input type="checkbox"/> Bar / Tavern | <input type="checkbox"/> Mobile - Home Park |
| <input type="checkbox"/> Other (please explain) _____ | |

B. Applying for:

- License (list type) _____
- Permit (list type) _____
- Contract with Government Agency

Issuing Government Agency: _____
 (e.g. New York City Building Department, Ulster County Health Department, New York State Department of Labor, etc.)

5. Job Site Location Information: (Required if applying for a building, plumbing, or electrical permit)

A. Job Site Address

Street address _____

City: _____ State: _____ Zip: _____ County: _____

B. Dates of project: (mm/dd/yyyy) _____ to:(mm/dd/yyyy) _____

Estimated Dollar amount of project:

- | | |
|--|---|
| <input type="checkbox"/> \$0 - \$10,000 | <input type="checkbox"/> \$50,001 - \$100,000 |
| <input type="checkbox"/> 10,001- \$25,000 | <input type="checkbox"/> Over \$100,000 |
| <input type="checkbox"/> \$25,001 - \$50,000 | |

6. Partners/Members/Corporate Officers -must list all with titles except for limited partnerships which must include only general partners. Sole proprietors can skip this section.

| | |
|-------------|--------------|
| Name: _____ | Title: _____ |
| Name: _____ | Title: _____ |
| Name: _____ | Title: _____ |
| Name: _____ | Title: _____ |

(Attach additional sheet if necessary)

Employees of the Workers' Compensation Board cannot assist applicants in answering questions in the following two sections. Please contact an attorney if you have any questions regarding these sections.

7. Please select the reason that the legal entity is NOT required to obtain New York State Specific Workers' Compensation Insurance Coverage:

- A. The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.
- B. The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.
- C. The business is a LLC, LLP, PLLP or a RLLP; OR is a partnership under the laws of New York State and is not a corporation. Other than the partners or members, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.
- D. The business is a one person owned corporation, with that individual owning all of the stock and holding all offices of the corporation. Other than the corporate owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, other stockholders, unpaid volunteers (including family members) or subcontractors.
- E. The business is a two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (each individual must hold an office and own at least one share of stock). Other than the two corporate officers/owners, there are no employees, day labor, leased employees, borrowed employees, part-time employees, other stockholders, unpaid volunteers (including family members) or subcontractors.
- F. The applicant is a nonprofit (under IRS rules) with NO compensated individuals providing services except for clergy; or is a religious, charitable or educational nonprofit (Section 501(c)(3) under the IRS tax code) with no compensated individuals providing services except for clergy providing ministerial services; and persons performing teaching or nonmanual labor. [Manual labor includes but is not limited to such tasks as filing; carrying materials such as pamphlets, binders, or books; cleaning such as dusting or vacuuming; playing musical instruments; moving furniture; shoveling snow; mowing lawns; and construction of any sort.]
- G. The business is a farm with less than \$1,200 in payroll the preceding calendar year.
- H. The applicant is a homeowner serving as the general contractor for his/her primary/secondary personal residence. The homeowner has no employees, day labor, leased employees, borrowed employees, part-time employees or subcontractors. The homeowner ONLY has uncompensated friends and family working on his/her residence.
- I. Other than the business owner(s) and individuals obtained from a temporary service agency, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors. Other than the business owner(s), all individuals providing services to the business are obtained from a temporary service agency and that agency has covered these individuals for New York State workers' compensation insurance. In addition, the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation, each individual must be an officer and own at least one share of stock). A Temporary Service Agency is a business that is classified as a temporary service agency under the business's North American Industrial Classification System (NAICS) code.
Temporary Service Agency

Name _____ Phone # _____

- J. The out-of-state entity has no NYS employees and/or NYS subcontractors AND ALL work related to the permit, license or contract is done outside of NYS; OR ALL employees are direct employees of a government entity outside of New York. Please provide coverage information.

Carrier _____ Policy # _____

Policy start date _____ Policy expiration date _____

8. Please select the reason that the legal entity is NOT required to obtain New York State Statutory Disability Benefits Insurance Coverage:

- A. The applicant is NOT applying for a disability benefits exemption and will show a separate certificate of NYS statutory disability benefits insurance coverage.
- B. The business MUST be either: 1) owned by one individual; **OR** 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; **OR** 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); **OR** 4) is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)
- C. The applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.
- D. The applicant is a nonprofit (under IRS rules) with NO compensated individuals providing services except for clergy; or is a religious, charitable or educational nonprofit (Section 501(c)(3) under the IRS tax code) with no compensated individuals providing services except for executive officers, clergy, sextons, teachers or professionals.
- E. The business is a farm and all employees are farm laborers.
- F. The applicant is a homeowner serving as the general contractor for his/her primary/secondary personal residence. The homeowner has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)
- G. Other than the business owner(s) and individuals obtained from the temporary service agency, there are no other employees. Other than the business owner(s), all individuals providing services to the business are obtained from a temporary service agency and that agency has covered these individuals for New York State disability benefits insurance. In addition, the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation, each individual must be an officer and own at least one share of stock). A Temporary Service Agency is a business that is classified as a temporary service agency under the business's North American Industrial Classification System (NAICS) code.

9. I affirm that due to my position with the above-named business I have the knowledge, information and legal authority to make this Application for Certificate of Attestation of Exemption. I hereby affirm that the information provided above is true and that I have not submitted any materially false statements and I make this application for a Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation, or concealment will subject me to felony prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State Laws.

Signature Title Date



NEW YORK STATE OFFICE OF THE STATE COMPTROLLER
SUBSTITUTE FORM W-9:
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION

TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.

Part I: Vendor Information

1. Legal Business Name:

2. Business name/disregarded entity name, if different from Legal Business Name:

3. Entity Type (Check one only):

- Individual Sole Proprietor
 Partnership
 Limited Liability Co.
 Corporation
 Not For Profit
 Trusts/Estates
 Federal, State or Local Government
 Public Authority
 Disregarded Entity
 Other _____

Exempt Payee

Part II: Taxpayer Identification Number (TIN) & Taxpayer Identification Type

1. Enter your TIN here: (*DO NOT USE DASHES*)
 See instructions.

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

2. Taxpayer Identification Type (check appropriate box):

- Employer ID No. (EIN)
 Social Security No. (SSN)
 Individual Taxpayer ID No. (ITIN)
 N/A (Non-United States Business Entity)

Part III: Address

1. Remittance Address:

2. Ordering Address:

Number, Street, and Apartment or Suite Number

Number, Street, and Apartment or Suite Number

City, State, and Nine Digit Zip Code or Country

City, State, and Nine Digit Zip Code or Country

Email Address

Part IV: Vendor Primary Contact Information – Executive Authorized to Represent the Vendor

Primary Contact Name: _____ Title: _____

Email Address: _____ Phone Number: _____

Part V: Certification and Exemption from Backup Withholding

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (TIN), and
2. I am a U.S. citizen or other U.S. person, and
3. (Check one only):
 - I am not subject to backup withholding.** I am (a) exempt from back up withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding), or
 - I am subject to backup withholding.** I have been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, and I have not been notified by the IRS that I am no longer subject to back withholding.

Sign Here:

| | | |
|-----------------------|--------------|---------------|
| Signature | Title | Date |
| Print Preparer's Name | Phone Number | Email Address |

DO NOT SUBMIT FORM TO IRS – SUBMIT FORM TO NYS ONLY AS DIRECTED

NYS Office of the State Comptroller Instructions for Completing Substitute Form W-9

New York State (NYS) must obtain your correct Taxpayer Identification Number (TIN) to report income paid to you or your organization. NYS Office of the State Comptroller uses the Substitute Form W-9 to obtain certification of your TIN in order to ensure accuracy of information contained in its payee/vendor database and to avoid backup withholding.¹ We ask for the information on the Substitute Form W-9 to carry out the Internal Revenue laws of the United States. You are required to give us the information.

Any payee/vendor who wishes to do business with New York State must complete the Substitute Form W-9. Substitute Form W-9 is the only acceptable documentation. We will not accept IRS Form W-9.

Part I: Vendor Information

1. **Legal Business Name:** For individuals, enter the name of the person who will do business with NYS as it appears on the Social Security card or other required Federal tax documents. An organization should enter the name shown on its charter or other legal documents that created the organization. Do not abbreviate names.
2. **Business name/disregarded entity name, if different from Legal Business Name:** Enter your DBA name or another name your entity is known by.
3. **Entity Type:** Check the Entity Type doing business with New York State.

Part II: Taxpayer Identification Number (TIN) and Taxpayer Identification Type

The TIN provided must match the name in the "Legal Business Name" box to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, refers to IRS W-9 instructions for additional information. For other entities, it is your employer identification number (EIN). If you do not have a number or if the account is in more than one name, refer to IRS W-9 instructions for additional information.

1. **Taxpayer Identification Number:** Enter your nine-digit Social Security Number, Individual Taxpayer Identification Number (ITIN) or Employer Identification Number (EIN).
2. **Taxpayer Identification Type:** Check the type of identification number provided.

Part III: Address

1. **Remittance Address:** Enter the address where payments, 1099s, if applicable, and official correspondence should be mailed. This will become the default address.
2. **Ordering Address:** Enter the address where purchase orders should be sent. Please note that purchase orders will be sent via email by default.

Part IV: Vendor Primary Contact Information

Please provide the contact information for an executive at your organization. This individual should be the person who makes legal and financial decisions for your organization. Name, phone number and email address are required.

Part V: Certification and Exemption from Backup Withholding

Check the appropriate box indicating your exemption status from backup withholding. Individuals and sole proprietors are not exempt from backup withholding. Corporations are exempt from backup withholding for certain types of payments. Refer to IRS Form W-9 instructions for additional information. The signature should be provided by the individual, owner, officer, legal representative, or other authorized person of the entity listed on the form. Certain exceptions to the signature requirement are listed in the IRS instructions for form W-9.

¹ According to IRS Regulations, OSC must withhold 28% of all payments if a payee/vendor fails to provide OSC its certified TIN. The Substitute Form W-9 certifies a payee/vendor's TIN.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.